

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5163857

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	LICENSE	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	AUTEL ROBOTICS USA LLC	11/14/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	DRAGANFLY INNOVATIONS INC.	
<b>Street Address:</b>	2108 ST. GEORGE AVENUE	
<b>City:</b>	SASKATOON	
<b>State/Country:</b>	CANADA	
<b>Postal Code:</b>	S7M 0K7	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	9260184
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(402)496-0300	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	4024960300	
<b>Email:</b>	file@SUITER.COM	
<b>Correspondent Name:</b>	SUITER SWANTZ PC LLO	
<b>Address Line 1:</b>	14301 FNB PARKWAY	
<b>Address Line 4:</b>	OMAHA, NEBRASKA 68154	
<b>ATTORNEY DOCKET NUMBER:</b>	DRAG 9260184	
<b>NAME OF SUBMITTER:</b>	ERIC M. NEWHOUSE	
<b>SIGNATURE:</b>	/eric m newhouse/	
<b>DATE SIGNED:</b>	09/28/2018	
<b>Total Attachments: 4</b>		
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## PATENT PURCHASE AGREEMENT

This Patent Purchase Agreement ("Agreement") is entered in to as of the date of last signature below ("Effective Date"), by Draganfly Innovations Inc., a Canadian corporation having a place of business at 2108 St. George Avenue Saskatoon, SK S7M 0K7 Canada ("OWNER") and Autel Robotics USA LLC., a American corporation having a place of business at 22522 29th Dr SE Suite 101, Bothell, WA 98021 ("BUYER"). OWNER and BUYER may each be referred to as a "Party" or, collectively, as "Parties" to this Agreement.

WHEREAS, [REDACTED] certain patents related to Compact Unmanned Rotary Aircraft ("Owner Patents"), [REDACTED] are further defined below and listed in Exhibit A [REDACTED]  
[REDACTED]  
[REDACTED]

NOW, THEREFORE, in consideration of the recitals, the mutual covenants contained herein, and other good and valuable consideration, and intending to be legally bound, OWNER and BUYER agree as follows:

### ARTICLE 1. DEFINITIONS

1.1 "Affiliate" means any corporation, association, partnership, venture or other entity that OWNER owns or controls, is owned or controlled by, or is under common control with OWNER. For purposes of this definition, "control" means direct or indirect ownership of more than fifty percent (50%) of the equity interest in an entity and/or of the ownership of stock, shares or other interests in an entity which are entitled to vote for the election of directors and/or to establish, direct or control the management or policies thereof. "Affiliate" shall not include any corporation, association, partnership, venture or other entity that becomes affiliated with, or is acquired by OWNER after the Effective Date.

1.2 "Owner Patents" shall mean those specific patents listed in Exhibit A. As well as (i) any and all reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions of any of the foregoing patents and patent applications, (ii) any other patents or applications to which any of the foregoing claims priority and/or for which any of the foregoing forms a basis for priority, and (iii) any patent or patent application to which any of the foregoing are terminally disclaimed.

### ARTICLE 2. ASSIGNMENT



### ARTICLE 3. RIGHTS FROM BUYER

3.1 Upon the Assignment Date and until the last of the Owner Patents expires, BUYER agrees to grant and hereby does grant to OWNER and its Affiliates a royalty-free, non-exclusive, perpetual, non-transferable, with no right to sublicense or enforce, worldwide right and license under the Owner Patents, to make, have made products and services, and to use, offer for sale, sell, and import the products or services made or had made by OWNER or its Affiliates ("Licensed Product"). For purposes of this Section, the Licensed Product means products or services made or had made by OWNER or its Affiliates which shall infringe the Owner Patents without the license as stipulated in this Section.

3.2 If BUYER subsequently sells, licenses or otherwise transfers any part of or conveys any rights under the Owner Patents, BUYER shall make such transactions subject to any licenses, covenants, and rights in effect under Section 3.1 (above).

3.3 Except as expressly granted herein to the Owner Patents, nothing in this Agreement grants OWNER, either expressly or implied, any rights or licenses under the Owner Patents and any other issued patents or patent applications now or hereafter owned or controlled by BUYER or its Affiliates.

IN CONSIDERATION OF THE FOREGOING TERMS AND CONDITIONS, the parties have caused this Agreement to be executed by duly authorized representatives of the parties on the dates set forth below.

Agreed to and Accepted:

DRAGANELY INNOVATIONS INC.

By: 

Name: Glen Hawker

Title: Executive Chairman of the Board

Date: November 9, 2017

Autel Robotics USA LLC

By: 

Name: Jeff Powell

Title: Vice President of Operation

Date: November 14, 2017

**EXHIBIT A**

Title	Country	Application Number	Filing Date	Patent Number	Grant Date
Compact unmanned rotary aircraft	U.S.A	14/277,370	05/14/2014	9260184	02/16/2016
Compact unmanned rotary aircraft	Canada	2815885	05/15/2013		

